

Motorcycle Training Student Information

Both sections of this form must be completed and signed prior to training. Forms required to be brought to training session.

Name: _____
(First) (MI) (Last)

Address: _____
(Street) (City) (Zip)

Daytime Phone: (____) _____ Email: _____

Date of Birth: _____ Driver License Number: _____ State of: _____

Emergency Contact: _____
(Name) (Relationship) (Phone)

This instruction does not imply any endorsement or certification by MSF or by DPS. The aim is to expose and help you to gain more experience and understanding of the skills and techniques used in advancing your slow speed skills on the motorcycle to ride safe and more proficiently. While we cannot and will not assume responsibility for the safe operation of your motorcycle, it is our hope that by presenting responsible viewpoints on these techniques we will expose riders to proper and prudent slow speed motorcycle operation. As a participant, you are responsible for your own learning - we cannot learn for you. **We are here to assist your learning, we cannot guarantee it or put it to use.**

I, recognize and understand the risk involved in riding a motorcycle, and training to gain advanced slow speed skills on a motorcycle, and I acknowledge that risk by signing this Waiver & Indemnification Form. I understand that my performance will be evaluated and should it be determined that I am a danger to my classmates, or myself, I will not be allowed to continue the training. I understand that this decision is for my safety and the safety of others and I will abide by the decision of the instructor. I acknowledge that if my lack of progress impedes or interferes with the class that I may not be allowed to continue the training exercises. I understand there is no certification or discounts given for completing this training and I must demonstrate competent motorcycle operation to continue from one skill exercise to another in order to complete the full training session. Failure to demonstrate each phase of the training and skills presented in a satisfactory manner is just cause for dismissal from the class. I understand, **There Are NO Refunds for persons failing to be able to complete the training, or being dismissed from the training.**

Check All That Apply

- I am **NOT** under the care of a physician, or taking medication, either of which may affect my ability to ride during this training.
- I am under the care of a physician, but I have made the decision that I am able to ride. I accept full responsibility for this decision.
- I am taking medication, but I have made the decision that I am able to ride. I accept full responsibility for this decision.

NOTE TO THE STUDENT: If you have physical limitations or are on medication, please be aware that the training is strenuous and physically demanding. If you have a heart condition, are prone to dizziness, or have a physical or mental condition which may adversely affect your performance, we advise against participating in the training. You are responsible for your own decision to participate. If your condition adversely affects your performance, instructors will ask you to leave the class.

All students are required to be on time for each training session. All students are expected to participate fully in each and every exercise and to follow the directions of the instructor. Tardiness, absence from any part of the training, or failure to follow the direction of the instructor may result in dismissal from the training.

By signing this document, I hereby agree to follow all the rules and regulations of the training and that all information provided by me is true and correct. I furthermore acknowledge I am 21 years of age and have a current Motorcycle License Endorsement and Valid Insurance.

Print Your Name: _____ Signature: _____ Date: _____

Signature: _____

____ I understand I will be using my personal motorcycle for the Motorcycle Operator Training Course and I accept responsibility for any damages incurred as a result.

TRAINING RELEASE

In consideration of Texas Advanced Motorcycle Training, Faith Family Church, Kingwood Harley Davidson, the training sponsor, and the owner of the premises upon which training occurs, including each of their members, employees, officers, Instructors and/or agents (the "Motorcycle Training Providers"), permitting the undersigned to participate in the Texas Advanced Motorcycle Training, and furnishing related services, equipment, and/or curriculum, **the undersigned agrees to all of the following:**

Participation in this course requires physical stamina, motor coordination, and mental alertness. The undersigned hereby attests that he/she has no known physical or mental limitations and has not used any form of alcohol, prescription or non-prescription drugs that could impair his/her performance in this course.

I fully understand and acknowledge that (a) this Agreement is intended to be as broad and inclusive as permitted by the laws of the State in which Texas Advanced Motorcycle Training is conducted; and (b) if any portion of this Agreement is for any reason held invalid or legally unenforceable, then the balance shall, notwithstanding, continue in full force and legal effect.

I. READ CAREFULLY: THIS SECTION IS A LEGAL RELEASE, ASSUMPTION OF RISK, WAIVER AND COVENANT NOT TO SUE AGREEMENT

I fully understand and acknowledge that: (a) there are **DANGERS AND RISK OF INJURY, DAMAGE, OR DEATH** that exist in my use of motorcycles and motorcycle equipment and my participation in the Texas Advanced Motorcycle Training activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, **BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTIAL OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, OR DEATH**; (c) these risks and dangers may be caused by the negligence of the Training Providers; the negligence of others, including other Training participants; and may arise from foreseeable or unforeseeable causes; and (d) by participating in these activities and/or using the equipment, **I, on behalf of myself, my personal representatives and my heirs, hereby knowingly and voluntarily assume all risks and all responsibility, and agree to release the Texas Advanced Motorcycle Training LLC, Faith Family Church, Kingwood Harley Davidson, or any training site the training is conducted, the Instructors, and Training Providers, and any and all other persons for any injuries, losses and/or damages**, including those caused solely or in part by the negligence of the Training Providers, or any other person. If I have brought a motorcycle or helmet to use in the Training, I also agree that this release applies to any damage that occurs to it during the Training.

I agree and understand that, on behalf of myself, my personal representatives and my heirs, I hereby covenant not to sue, and am relinquishing any and all rights I now have or may have in the future to sue the Texas Advanced Motorcycle Training LLC, Faith Family Church, Kingwood Harley Davidson, or any training site the training is conducted, the Instructors and Training Providers and any other person for any and all injury, damage, or death I may suffer arising from the motorcycle training or equipment, including claims based on the Training Providers' negligence and all other persons.

I HAVE READ THIS RELEASE AGREEMENT AND BY SIGNING BELOW I AGREE TO ASSUME ALL RISKS AND RELEASE THE ABOVE-NAMED TRAINING PROVIDERS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I have had the opportunity to ask any questions about the above waiver and release and I understand its terms and meaning.

_____ Date: _____
(Participant Name – Please Print) (License or ID# and State) (Participant Signature)

II. READ CAREFULLY: THIS SECTION IS AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify, Texas Advanced Motorcycle Training LLC, Faith Family Church, Kingwood Harley Davidson, the Instructors, training sponsors, and the owner of the land upon which training occurs, including their members, employees, officers and/or agents (the "Training Providers"), and all other persons, furnishing services, equipment, and/or curriculum to enable me to participate in the Motorcycle Training from any and all claims, suits, or causes of action by others for bodily injury, property damage, or other damages which may arise out of my use of motorcycles and motorcycle equipment or my participation in the Training and Instruction activities, including claims arising from the Training Providers' or any other party's negligence.

I HAVE READ THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND BY SIGNING I AGREE TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST THE ALL ABOVE-NAMED AND TRAINING PROVIDERS ARISING FROM MY PARTICIPATION IN THE MOTORCYCLE TRAINING OFFERED. I have had the opportunity to ask any questions about the indemnification and hold harmless section and I understand its terms and meaning.

_____ Date: _____
(Participant Name – Please Print) (License or ID# and State) (Participant Signature)

Texas Advanced Motorcycle Training ACKNOWLEDGEMENTS AND ASSUMPTION

I, the undersigned participant hereby agree as follows: I have been given the opportunity to participate in the Texas Advanced Motorcycle Training, (hereinafter, in either case, the "Training"). The Training is a motorcycle instruction and advanced training course.

I, fully understand and acknowledge that operating, and learning to operate, a motorcycle are activities that have their own unique risks, and that serious injury or death could result from participating in the Training through no fault of my own. I, understand that these risks may be caused by the negligence or fault of the Class Instructor(s) or sponsors, or the negligence or fault of me, other Class participants or other persons, or may arise from the repair, maintenance or operation of the motorcycles used in the Training, weather conditions during the time the Training is conducted, or other causes, whether foreseeable or unforeseeable. I am voluntarily participating in the Training. **I EXPRESSLY AGREE TO ASSUME THE ENTIRE RISK OF ANY ACCIDENTS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH, THAT I MIGHT SUFFER AS A RESULT OF MY LEARNING AND PARTICIPATING IN THE TRAINING OR OPERATING A MOTORCYCLE IN THE SLOW SPEED SKILLS TRAINING OFFERED AND OTHERWISE PARTICIPATING IN THE TRAINING.**

I acknowledge that participation in the Training requires physical stamina, motor coordination, and mental alertness. I hereby confirm that I have no known physical or mental limitations that might impair my ability to operate a motorcycle and participate in the Training. I am not at this time under the influence of alcohol, drugs, other illegal substances, or any medications that may impair my judgment or my ability to operate a motorcycle. I agree that I will not operate a motorcycle or otherwise participate in the Training while under the influence of alcohol, drugs, other illegal substances or any such medications. If I bring my own motorcycle to use in the Training, I acknowledge that I am solely responsible for the motorcycle and for any damage that it may sustain or cause during the Training.

I agree to participate in the Training safely and within the limits of the law and my abilities. I agree to follow the directions of the Training instructor(s) at all times during the Training.

I agree to wear at all times while operating a motorcycle during the Training a properly-fitted motorcycle helmet. **I acknowledge that it is my responsibility to determine which helmet size best fits my head, and that the Training instructor(s) or sponsor are not responsible for determining my proper helmet size.** Any assistance provided to me in choosing a proper fitting helmet is not a substitute for me determining my proper helmet size by trying on helmets and feeling the fit of the helmet. I acknowledge that the accurate fitting of my motorcycle helmet is of utmost importance. A poorly fitting helmet will give much less protection, or may even part company with my head in the event of an accident. I have fastened my chinstrap and ensured that the helmet does not slip from side to side. I understand that if I bend my head forward to try to remove the helmet with the chinstrap in place, and the helmet moves or slips off my head, I need a smaller size. Helmet linings almost always compress, so a new helmet on first fitting should feel a little tighter than snug. If the Training Instructor(s) or sponsor has provided me a helmet, I acknowledge that I was provided with the helmet size I requested, and that the helmet fits me properly. If I am using a helmet provided by me or any other person, I acknowledge that the helmet fits me properly.

By signing this document, I certify that I have read this document and fully understand it, that I am not relying on any statements or representations of Texas Advanced Motorcycle Training, or its members, the training sponsor, or any of their respective employees, and that I have been given the opportunity and sufficient time to read and ask questions regarding this document.

Signature: _____ Print Name: _____ Date: _____

Witness _____ Print Name _____ Date _____

Texas Advanced Motorcycle Training Ground Rules Acknowledgement

It is a prerequisite for this training that you are able to ride and balance a motorcycle. The training will start on time and stay on schedule. You are required to wear the following clothing at all times while training on the motorcycle:

- **A DOT-approved helmet**
- **Eye protection, including non-tinted face shields, sunglasses, goggles, or glasses**
- **Long sleeve shirt or jacket**
- **Long pants, preferably jeans or leather**
- **Over-the-ankle boots or shoes**
- **Full-fingered gloves**

You will not be permitted to participate in training without proper clothing.

Instructors will strive to provide a safe and orderly environment. Students behaving in a reckless, disrespectful, or unruly manner will be dropped from the training at the instructor's discretion.

You will at times be learning to ride in a group environment. Instructors will do their best to provide individual instruction to students. However, time is limited, and they must also keep the training on schedule.

The Texas Advanced Motorcycle Training takes a building block approach to learning and developing slow speed motorcycle skills. Each exercise builds on new skills, knowledge, and confidence acquired in previous exercises. If you are unable to consistently achieve exercise objectives, the instructor will counsel you out of the training.

It is natural to be nervous about learning to ride a motorcycle in a slow speed manner based on Fear of Dropping the Motorcycle. While some fear is to be expected, excessive fear can lead to tension and ultimately to mistakes during training. If the Instructor perceives that you have an excessive amount of fear and are a danger to yourself or other students, the instructor will counsel you out of the course.

I understand and agree to these stated Ground Rules:

Signature: _____

Print Name: _____

Date: _____

Texas Advanced Motorcycle Training Policies

Pre-Class CHECK:

All participants must possess a Class M Motorcycle License Endorsement

All participants must have Valid motorcycle insurance

Payment Policy:

Payment in full must be received prior to or at time of arrival for training.

Attendance Policy:

Any student who leaves during any part of a training for any reason, will be considered to have voluntarily dropped the training, and forfeits all fees.

No Firearms Allowed at the Training Site

Riding Equipment:

Students MUST provide their own motorcycles for the Training

(must be registered, street legal, in good repair, and have valid insurance).

Safety Equipment Must Be Worn At All Times While Operating the Motorcycle

Helmets must be DOT compliant and in good condition.

No Discriminatory or Offensive Logos or Writings, Decals etc allowed.

Long sleeve shirt or jacket and must cover from neck to waist and to the wrist/hands. No low-cut shirts allowed.

Long pants (heavy jeans preferred). No leggings, yoga pants, thin knits, warm-ups or sweat pants.

No large holes in the clothing allowed.

Full fingered gloves.

Eye protection such as a helmet face shield, goggles, riding glasses. Prescription glasses and/or sunglasses are allowed.

Sturdy **OVER THE ANKLE** (covers your ankle **completely**) footwear (boots preferred).

No canvas sneakers/tennis shoes allowed.

Refund Policy:

Refunds will be given only in the event Texas Advanced Motorcycle Training cancels a course. There are no refunds given for student cancellation prior to 36 hours or failure to attend. *MDG Products assumes no responsibility for any part or portion missed because of illness, emergencies, or other events beyond its control.*

Cancellation Policy:

If cancellation by the student is necessary, Texas Advanced Motorcycle Training, must be contacted three (3) business days prior to the training to receive credit towards another training session (no refunds given). Any cancellation by a student with less than three (3) business days' notice will result in forfeiture of all fees/credits.

Signature

Date

PRODUCT LIABILITY AND INDEMNIFICATION

RENTAL USE OF MOTORCYCLE DROP GUARDS

Riding a motorcycle is a dangerous activity, anything can happen when a Motorcycle is dropped even at slow speeds, based on rider experience and response. By Agreeing to Use Motorcycle Drop Guards, Purchaser and or Trainee agrees to and will indemnify, defend and hold harmless Seller (“MDG Products”) each of its Affiliates, and each of its and its Affiliates’ employees, officers, directors and agents (each, a “Seller Indemnified Party”) from and against any and all liability, loss, damage to persons or property, or damage or damage to any portion of a motorcycle (“Training Related or During Any Operation With an MDG Product Installed or In Use”), expense (including reasonable attorneys’ fees and expenses) and cost (collectively, a “Liability”) that the Seller Indemnified Party may be required to pay to one or more Third Parties resulting from or arising out of (a) personal injury or death of any person as a result of the use of any Motorcycle with MDG Products installed or attached. MDG Products are for protecting specific parts of a motorcycle in which they are properly attached, from slow moving drops of less than 1200 RPM's while training in a controlled environment, and are not meant, intended or expected to protect any rider or passenger, from any injury resulting from an accident, or any type of motorcycle tip over, drop, or loss of control of.

SIGNATURE

DATE